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October 15, 2003

The Honorable Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Dear Chairman Tate:

RE: Interconnection Amendment – Frontier & ELOQUI

DOCKET NO.
03-00558

Enclosed for TRA approval are an original and 14 copies of Amendment One to an Interconnection and Traffic Interchange Agreement for Cellular and other 2-Way Mobile Radio Services between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and TNRSA NO. 3, L.P. d/b/a ELOQUI WIRELESS.

A check for fifty dollars (\$50.00) to cover this filing fee is enclosed.

Please stamp as received the receipt copy and return it in the enclosed envelope.

If you have any questions please call me at 304-325-1216.

Sincerely,



J. Michael Swatts
State Government Affairs Director

Enclosure

AMENDMENT ONE TO THE INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT FOR CELLULAR AND OTHER 2-WAY RADIO SERVICES

This Amendment One to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services ("Agreement") between those divisions and/or subsidiaries of Citizens Telecommunications Company of Tennessee, LLC. d/b/a Frontier Communications of Tennessee, LLC (referred to as "Citizens") and TNRSA NO. 3, L.P. d/b/a ELOQUI WIRELESS., a Tennessee Limited Partnership, ("Carrier") is made on this 15th. day of July, 2003. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into the Agreement on April 24, 2002 and approved by the Tennessee Regulatory Authority on August 29, 2002.

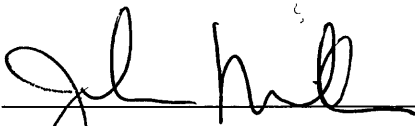
Citizens and Carrier desire to amend the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Amend existing Agreement to include Tandem Transiting language and pricing in Type 2A - Service Attachment for Cookeville, Tennessee.
2. Amend existing Agreement to include the Crossville, Tennessee End Office CLLI Code and Carrier POI in the Type 2B - Service Attachment.

All other terms and conditions of the Agreement will remain in full force and effect.

For Carrier:

By: 

Typed: John Miller

Title: CEO

Date: 7/15/03

For Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee, LLC:

By: 

Typed: Kim Crak

Title: Director Carrier Service

Date: 8/21/03

SERVICE ATTACHMENT – TYPE 2A

Section 1 - Description

Citizens' interconnection location: Cookeville, Tennessee

Point of Interconnection (POI): CKVLTNXA71T

NPA 931 NXX 528

Carrier's interconnection location: Cookeville, Tennessee

OCN 5846

Point of Interconnection (POI): CKVLTNXA0MD via Two-Way Trunk Group(s)

NPA 931 NXX 544

NPA 931 NXX 545

NPA 931 NXX 979

Legal Entities: TNRSA NO. 3, L.P. d/b/a ELOQUI WIRELESS

Citizens Telecommunications Company of Tennessee, LLC. d/b/a Frontier
Communications of Tennessee

Effective Date: First Business Day After State Approval

Section 2 – Type 2A Local Interconnection Arrangements

2.1 Type 2A Local Interconnection Arrangements provide the delivery of mobile-to-land calls to Citizens' end users served by all Citizens' end offices subtending the tandem to which Carrier delivers traffic.

2.2 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between the Parties in Types 2A Local Interconnection Arrangements:

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local telecommunications traffic, as defined in Section 51.701 of the FCC's Rules, interchanged between them.

Mobile-to-Land (Terminating) per minute*	<u>\$0.0120</u>
Land-to-Mobile (Customer charges Citizens) per minute	<u>\$0.0000</u>
Tandem Transiting rate per minute	<u>\$0.0061854</u>
Wireline to Wireline (Land to Land) in both directions \$0.00 (Bill and Keep)	
Non-MTA**	Access rates apply

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens exchange area but which did not originate on Carrier's system within the Service Area

Section 3 – Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection and any Carrier facilities or locations within Citizens Service Area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff. The rates for such facilities are subject to change during the term of this Agreement. When such facilities are arranged for 2-way operations, and are used to transport land-to-mobile traffic, the traffic rate will be apportioned between Citizens and the Carrier based on their relative use of the facility. During the first 12 months of this agreement Citizens and the Carrier will bill each other based on the Traffic Factors in this Service Attachment. The parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage.

Mobile-to-Land Traffic Factor	70 %
Land-to-Mobile Traffic Factor	30 %

Section 4 – Tandem Transiting

The Parties shall compensate each other for Transit Service as follows:

Transit Service - Is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Citizens over a separate trunk group between Carrier and Citizens where appropriate trunks exist between Carrier and third party through Citizens tandem. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such LEC and (ii) Local Traffic originated from such LEC to Citizens' tandem and terminated to Carrier.

4.1 Trunking arrangements shall be established as follows:

4.1.1 Separate trunk groups for the exchange of Local Traffic.

4.1.2 Separate trunk groups to be used solely for the transmission and routing of Exchange Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier.

4.1.3 Separate trunk groups for the exchange of Tandem Transiting traffic.

4.1.4 Separate trunk groups for InterMTA traffic terminating from Carrier.

4.1.5 Where applicable, separate trunks connecting Carrier's switch to Citizens E911 routers. If Carrier purchases such services from Citizens, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

4.2. The Carrier shall pay Citizens a transit service charge as set forth in the Section 2 to this amendment. Carrier will pay Citizens a Transit Service charge for such traffic if it originates from Carrier.

4.3. Each Party acknowledges that the transiting Party does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.

4.4. Carrier will not expect Citizens' local end office switches to act as a tandem on the Carrier's behalf nor will Citizens expect the Carrier's local end office switches to act as a tandem on Citizens' behalf.

4.5. This Agreement is applicable only to Citizens' serving areas. Citizens will not be responsible for interconnections or contracts relating to any Carrier's interconnection with any other Carrier.

SERVICE ATTACHMENT – TYPE 2B

Section 1 - Description

Citizens' interconnection location: Crossville, Tennessee

Point of Interconnection (POI): CSVLTNXADS0

NPA NXX 528

Carrier's interconnection location: Crossville, Tennessee

OCN 5846

Point of Interconnection (POI): CSVLTNXA1MD via Two-Way Trunk Group(s)

NPA * NXX *

* To be determined and provided to Citizens prior to the ordering of interconnecting facilities and the commencement of service

Effective Date: First Business Day After State Approval

Legal Entities:

TNRSA NO. 3, L.P. d/b/a ELOQUI WIRELESS

Citizens Telecommunications Company of _Tennessee, LLC. d/b/a Frontier Communications of Tennessee

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that constitute Local Traffic at the Point of Interconnection subject to the routing of and arrangement for calls in Section 2.2 of this service attachment. The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within a Citizens Exchange Area and originates within the MTA. All other traffic is subject to access rates.

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of Local Traffic interchanged between them.

2.2

Mobile-to-Land rate (Terminating) per minute*	\$0.012
Land-to-Mobile rate (Carrier charges Citizens) per minute	\$0.0000
Wireline to Wireline (Land to Land)	Bill and Keep
InterMTA**	Access rates apply

If the ratio of Mobile-to-Land minutes of use divided by Land-to-Mobile minutes of use is less than 1.0 in any given month, then traffic in that month will be exchanged on a Bill-and-Keep basis.

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens exchange area within the MTA

**applicable to mobile-to-land (terminating) calls terminating at a point in a

Citizens exchange area but which did not originate on Carrier's system within Service Area.

For this agreement the parties agree that no InterMTA traffic will be exchanged over the facilities.

Mobile to Land calls originated by Cingular Wireless, where call terminates to Citizens subscriber (All calls are defined by NXX of calling and called Parties):

- a) Local calls within Citizens territory - reciprocal compensation applies.
- b) EAS calls - reciprocal compensation applies.
- c) All other intra-MTA calls terminating to Citizens subscriber - reciprocal compensation applies.
- d) Exchange Access Traffic will be sent over separate trunk groups which will be subject to access charges, or will be sent via inter-exchange carrier.

Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection and any Carrier facilities or locations within Citizens Service Area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff. The rates for such facilities are subject to change during the term of this Agreement.

Section 4 – Traffic Factors

Mobile-to-Land Traffic Factor	70%
Land-to-Mobile Traffic Factor	30%